BRUHAT BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSAL

FOR

"**Providing One Diploma Holder Engineer and Two Surveyor for one year(11 Months)**"

Office of the
Executive Engineer (QC & QA)
Ground floor, Annex-5 Building, NR Square, BBMP Head Office Premises,
Bruhat Bengaluru Mahanagara Palike,
Bengaluru-560 002.

CONTENTS

SECTION NO.	DESCRIPTION	PAGE
Section I	Letter of Invitation	05
Section II	Information to Service Providers (ITC)	07
	Data Sheet – Information to Service Providers	15
Section III	Technical Proposal – Standard Forms	19
Section IV	Financial Proposal – Standard Forms	29
Section V	Terms of Reference	32
Section VI	Contract for Service Providers /Service Provider's Services	39
	I Form of Contract	49
	II General Conditions of Contract	51
	III Special Conditions of Contract	60
	IV Appendices	64

Bruhat Bangalore Mahanagara Palike
O/o Executive Engineer (MPED-C), Ground Floor, Annexe-2 building, N.R Square, Bengaluru-560002. Email Id: eemped.bbmp@gmail.com

---

NO: EE (MPED-C)/TEND/03/2023-24
Date: 23.11.2023

INVITATION FOR TENDER (IFT)

(Through **GOK KPP Portal** only)
(TWO COVER SYSTEM)

1. The Executive Engineer (MPED-C) on behalf of the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike (BBMP), invites Proposals (Technical and Financial) for appointing eligible reputed Service Providers for the services as given below.

Sl. No	Name of the Project	Amount put to Tender (In Rs)	EMD (In Rs)	Tender Fee	Period of Tender
1	Providing one Diploma holder Engineer and two surveyors for one year (11 Months)	10,79,650/-	27,000/-	As per KPP-Procurement Portal	11 Months

2. The Service provider in the selected under least cost basis (LCS) procedure described in RFP.
3. The RFP includes the following Documents.
   Section 1 – Letter of Invitation
   Section 2 – Information to Service Providers
   Section 3 – Technical Proposal – Standard Forms
   Section 4 – Financial Proposal – Standard Forms

Section 5 – Terms of Reference
Section 6 – Standard Form of Contract

4. Calendar of Events

- Availability of IFT/RFP Document in KPP Portal : 24.11.2023 onwards.
- Last Date for submission of Proposals: 30.11.2023 up to 17.30 hours.
- Date of Opening of Technical Proposals: 01.12.2023 after 17.30 hours.
- After the Approval of technical bid Financial Proposal will be opened.

5. Interested Eligible Service Providers may obtain further information at the Office of O/o Executive Engineer (MPED-C), Ground floor, Annexe-2 building, N.R Square, Bengaluru-560002**, Mob-: 9986306614**, on any working day during working Hours.
6. The conditional proposal is liable for rejection.
7. The proposals shall remain valid for a period of **90 days** after the due date of proposal submission.
8. The BBMP reserves the right to reject any or all the proposals without there by incurring any liability or Obligation to inform the Service Providers of the reasons for such action.
9. The tenderers whose Technical bids do not satisfy the Eligibility criteria, their financial bids will not be opened.
10. Corrigendum/Modification/Corrections, if any, will be published in the KPP portal only.
11. All other details can be seen in the RFP documents.
12. **If the Agency Quoted Less than the 2% of the amount for the Service charge on labour part i.e. the payment of total employees remuneration as Service charge, the said tender is consider for rejected.**
13. **If more than one bidder** is found to be L1 then pick by lottery basis, in the Presence of all L-1 Bidders.
14. GST Shall be Paid to the Tendered amount Separately (If Applicable).
15. Only relevant and proper documents are to be uploaded in KPPportal, irrelevant and unnecessary uploading of document then the said tender is consider for rejected.

-Sd-
Executive Engineer
(MPED-C)
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to:

1. The Hon'ble Administrator for kind information.
2. The Chief Commissioner for kind information.
3. The Special Commissioner (Projects) for kind information.

4. The Engineer – in – Chief for kind information.
5. The Chief Engineer (Project central) for kind information.
6. The Superintending Engineer (Project central) for kind information.
7. The CAO / Chief Auditor for kind information.
8. The IT Advisor with a request to publish the same in the BBMP Website.
9. PRO, BBMP with a request to publish the tender in leading Kannada & English Newspapers.
10. Asst. Executive Engineer (Project central) for necessary action.
11. Notice board.
12. Office Copy.

Executive Engineer
(MPED-C)
Bruhat Bengaluru Mahanagara
Palike

SECTION 2. INFORMATION TO SERVICE PROVIDERS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Service Providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Service Provider under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Service Providers must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Providers are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The

Service Provider's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Service Providers should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) / BBMP expects Service Providers to provide Diploma holder Engineer & Surveyor, objective and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Service Providers shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Service Providers or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Service Providers.

1.7.2 Deleted.

1.8 It is GOK's/ BBMP's policy to require that Service Providers observe the

highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK/ BBMP:

a) Defines, for the purposes of this provision, the terms set forth below as follows:
   (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
   (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.
b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
d) Will have the right to require that, GOK / BBMP to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK / BBMP.

1.9 Service Providers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK / BBMP in accordance with the above sub Para 1.8 (d).

1.10 Service Providers shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 "Bidder from a country which shares a land border with India" for the purposes of this Order means:- (a) An entity incorporated, established or registered in such a country; or (b) A subsidiary of an entity incorporated, established or registered in such a country; or (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or (d) An entity whose beneficial owner is situated in such a country; or (e) An Indian (or other) agent of such an

entity; or (f) A natural person who is a citizen of such a country.

1.12 I. The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation.

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

1.13 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

1.14 A certificate for having read the above clauses is required to be submitted / uploaded by the service provider separately in the following format:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Service Providers may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Service Providers who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Service Providers and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Service Providers are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Service Providers are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Service Providers must give particular attention to the following:

(i) The firms having following minimum experience as below in last Three to Five years only will be considered for Evaluation of Technical proposal. (i.e., 2018-19 to 2022-23).

a) Service Provider firm should have achieved in at least two financial years a minimum financial turnover of Rs10.79 Lakhs. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023-24. In support of this, the Service Provider shall furnish the Certificate from Chartered Accountant along with the Proposal.

b) Satisfactorily completed as prime Service provider for at least one manpower Service for value should be not less than 50% of Estimated Cost. Further, a Weightage of 10% per year will be added to bring them to the Price Level of 2023-24. In support of this, the Service Provider shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

c) Liquid assets and or availability of credit facilities of not less than Rs. 3.238 lakhs (Credit lines/ Letters of Credit/ Certificates from Banks) for meeting the fund requirement etc.

d) Applications should be completely accompanied by the copies of Registration certificates of the establishment under Department of Labour, Govt. of Karnataka, PAN, GST, Provident Fund, Employees State Insurance, and ISO certificate with latest renewals.

e) Tenders should be accompanied by copies of Income Tax and service/GST tax Returns for the last 5 years i.e.,, 2018-19 to 2022-23.

f) The Prospective Service provider should have successfully carried out "Manpower supplying of similar nature of work or Technical team (B.E of Diploma In Civil discipline) manpower in any CENTRAL/STATE/SEMI GOVERNMENT ORGANIZATION OR ANY ULBS establishment.

(ii) For assignments on a staff-time basis, the estimated number of Diploma holder Engineer & Surveyor months is given in the Data Sheet. The proposal shall, however, be based on the number of Diploma holder Engineer & Surveyor months estimated by the firm.

(iii) Deleted.

(iv) Deleted.

(v) Deleted.

(vi) Reports to be issued by the Service Providers as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Service Provider's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
(iii) A description of the methodology and work plan for performing the assignment (Section 3D).
(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
(v) CVs recently signed by the proposed Diploma holder Engineer & Surveyor and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
(vi) Estimates of the total staff effort (Diploma holder Engineer & Surveyor and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key Diploma holder Engineer & Surveyor.
(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Providing Diploma holder Engineer and surveyor man power service, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization).

3.7 Service Providers shall express the price of their services in Percentage.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date (180 days from the date of submission). During this period, the Service Provider is expected to keep available the key Diploma holder Engineer & Surveyor personnel proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Providers who do not agree have the right not to extend the validity of their proposals.

3.9 The Financial Part of the tender shall be submitted as given in Appendix-I and E. Financial tender shall contain only Financials quoted by the Tenderer. Agency Quoted Less than the 2% of the amount for the Service charge on labour part ie the payment of **total** employees remuneration as Service charge, the said tender is consider for rejected. Service charges should be quoted excluding GST. Applicable income tax will be deducted as per prevailing rules against the bills submitted. tax will be deducted as per PT rules.

3.10 If more than one bidders are found to be L1 then pick by lottery basis, in the Presence of all L-1 Bidders.

1. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 Interested bidders shall login to https://kppp.karnataka.gov.in/eportal/index.seam and follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka KPP website https://kppp.karnataka.gov.in/eportal/index.seam under login for Service Providers. Service Providers must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

4.3 **EMD**

Earnest money deposit

4.3.1 EMD Amount shall be submitted by the Service provider taking into account of the following Conditions.

a) EMD for 37,000/- (Rupees Thirty Seven thousand only) shall be accepted only in the form of Electronic Cash (and Not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded.

b) The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses.

4.3.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

4.3.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses above shall be rejected by the Employer as non-responsive.

4.3.4 The Earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause.

4.3.5 The earnest money deposit of the successful Service provider will be discharged when the Service provider has signed the Agreement and furnished the required Performance Diploma holder Engineer & Surveyor**.**

4.3.6 The earnest money deposit may be forfeited:

a) if the Service provider withdraws the Tender after tender opening during the period of tender validity;

b) if the Service provider does not accept the correction of the Tender Price, pursuant to Clause; or

c) in the case of a successful Service provider, if the Service provider fails within the specified time limit to

i. sign the Agreement; or

ii. furnish the required Diploma holder Engineer & Surveyor deposit

4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.5 An authorized representative of the Service Provider initials all pages of the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.6 The Bidder/ Service Provider shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

4.7 Service provider has all the time to modify and correct or upload any

relevant document in the portal before submission on e-portal.

4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

1.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders will be opened in presence of the bidders who choose to attend.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Note: The Technical bids of only the firms satisfying the minimum qualification

Criteria as mentioned in clause 3.3 will only be considered for evaluation.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the e – Procurement Website the Name of those Service Providers whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Service Providers that have secured the minimum Qualifying Mark.

5.5 The Financial Proposals shall be opened publicly in the presence of the Service Providers' representatives who choose to attend. The name of the Service Provider, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Service Provider will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Service Provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Service Provider can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Service Provider on the basis of, among other things, an evaluation of Diploma holder Engineer & Surveyor personnel, the Client expects to negotiate a contract on the basis of the

experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Diploma holder Engineer & Surveyor personnel was offered in the proposal without confirming their availability, the Service Provider may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The Service Provider will be awarded following negotiations. After negotiations are completed, the Client will promptly notify unsuccessful Service Providers who did not pass the technical evaluation (Para 5.3)

7.2 The Service Provider is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Providers who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Performance security deposit

9.1 Within 15 days of receipt of the Letter of Acceptance, the successful Service provider shall deliver to the Employer a **security deposit** (Refundable without Interest) in any of the forms given below for 3% for an tendered amount.

- Banker's cheque/Demand draft/Pay Order in favour of Chief Commissioner, BBMP payable at Bengaluru.

- A bank guarantee in the form given in Appendix F.

9.2 If the security deposit is provided by the successful Service provider in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

9.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the Service Provider.

9.4 Failure of the successful Service provider to comply with the requirements of Sub-Clause 9.1 shall constitute sufficient grounds for cancellation of the award and suitable action as per EMD declaration and in accordance with law.

10. Conflict of Interest

10.1 Conflict of Interest for a Service Provider is defined as

a) The Team Member of the Consultant/ Service Provider should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this contract in Karnataka.

b) Any Consultant / Service Provider blacklisted or debarred by the Government of India / any State Government / any Other Organizations would not be eligible for Appointment as Service Provider.

DATA SHEET
Information to Service Providers

Clause Reference

1.1 The name of the Client is: **CHIEF COMMISSIONER, BBMP, N.R.SQUARE, BANGALORE represented by THE EXECUTIVE ENGINEER (QC & QA), BBMP, BANGALORE**
Address of the client is:
EXECUTIVE ENGINEER
(QC & QA), Ground Floor, Annex-5 Building, NR Square, BBMP head office premises, Bruhat Bengaluru Mahanagara Palike, Bengaluru-560002.

The method of selection is: Lowest Service Charges quoted in terms of percentage on Total Remuneration of employees as prescribed in this RFP

1.2 A Technical and a Financial Proposals are requested: **Yes**
The name, objectives and description of the Assignment are: Providing **1No** Diploma holder Engineers and **02Nos** Surveyor for Palike Use.

1.3 The Assignment is phased:**11 Month**

1.4 A pre-proposal conference will be held: Yes

1.5 The Client will provide the following inputs:
No inputs will be provided by the client

1.6 The Client envisages the need for continuity for downstream work: **No**

1.7 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested up to last day of the submission of queries date.: 07.08.2023 before 4:00 PM
The address for requesting clarifications is:
EXECUTIVE ENGINEER
(QC & QA), Ground Floor, Annex-5 Building, NR Square, BBMP head office premises, Bruhat Bengaluru Mahanagara Palike, Bengaluru

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted Service Provider may associate with other shortlisted Service Provider: No
(ii) The estimated number of Manpower per months required for the assignment is **11 months**
(iii)The minimum required experience of proposed manpower is 3-5 years.
(iv) Reports which are part of the assignment must be written in the following language: English

3.4 Training is an important feature in this Assignment : No
Additional information in the technical proposal includes. Nil

3.1 Proposals must remain valid for **90** days from the last date of submission.

4.3 Service Providers must submit the proposal through KPP website

4.4 The proposal submission address is:

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical Proposal submission form.

3B. Service Provider's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of Diploma holder Engineer & Surveyor.

3G. Time schedule for Diploma holder Engineer & Surveyor personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: To:

[Name and Address of Firm] **EXECUTIVE ENGINEER**
(QC & QA), Ground Floor, Annex-5 Building, NR Square, BBMP head office premises,
Bruhat Bengaluru Mahanagara Palike, Bengaluru

Sir,

Subject: **"Providing one Diploma Holder Engineer and Two Surveyors for one year (11 Months)"**

We, the undersigned, offer to provide the **Manpower Services** for the above in accordance with your Request for Proposal dated *[Date],* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted under KPP website.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.
We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:

Address:

3B. SERVICE PROVIDER"S REFERENCES

Relevant Services carried out in the last Five Years That best illustrates qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td colspan="2">Country:</td></tr>
<tr><td colspan="2" rowspan="3">Location within Country:</td><td colspan="2">Diploma holder Engineer & Surveyor personnel Provided by your Firm/Entity (profiles):</td></tr>
<tr><td colspan="2">No of Staff:</td></tr>
<tr><td colspan="2">No of Staff Months:
Duration of service:</td></tr>
<tr><td colspan="4">Name of the Client:</td></tr>
<tr><td colspan="4">Article I. Address:</td></tr>
<tr><td>Article II. Start Date (Month/Year):</td><td>Article III. Completion Date (Month/Year):</td><td colspan="2">Article IV. Approx.Value of Services</td></tr>
<tr><td colspan="2">Article V. Name of the Associated Service Providers, if any</td><td colspan="2">No. of Months of Diploma holder Engineer & Surveyor personnel staff, provided by Associated Service Providers.</td></tr>
<tr><td colspan="4">Article VI. Deleted</td></tr>
<tr><td colspan="4">Narrative description of the project:</td></tr>
<tr><td colspan="4">Description of Actual Services provided by your Staff:</td></tr>
</table>

(i) Service Provider's Name:.....

3C. COMMENTS AND SUGGESTIONS OF SERVICE PROVIDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

SERVICE PROVIDER'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Diploma holder Engineer

Sl. No.	Name	Position	Task
1.			

2. **Surveyor**

Sl. No.	Name	Position	Task
1.			
2.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR Diploma holder Engineer & Surveyor

NOTE:

1. The candidate should be having Diploma in Civil Engineeering.
2. The Surveyor should be having prescribed qualification in Revenue Department.

3G. TIME SCHEDULE FOR MANPOWER PERSONNEL-deleted

3H. ACTIVITY (WORK) SCHEDULE *

A. Field Investigation and study Items:

B. Completion and Submission of Reports : deleted

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

4A. financial proposal submission form.

4B. Summary of costs

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM
(To be submitted in Financial bid only)

FROM: (Name of Service Provider) To:
Ladies/Gentlemen:

Subject: Financial Proposal for "Providing one Diploma holder Engineer and Two Surveyor for one year(11 Months)"

We, The undersigned, offer to provide the services for **"Providing one Diploma holder Engineer and Two Surveyor for one year (11 Months)"** in accordance with your Request for Proposal dated *[Date],* and our Proposal (technical and Financial Proposals). Our attached financial proposal (Service Charges) is as below (excluding GST & all other applicable taxes).

Sl No	Particulars	Amount Exclusive of GST (for 11 Months)	Service charge for column No.3 in terms of percentage	Remarks / Note
1	2	3	4	5
1	Total Remuneration of one Diploma holder Engineer & Two Surveyor	10,79,650/-	.....%	Agency should quote only service charges on the Total Remuneration of Diploma holder Engineer & Surveyor in terms of Percentage as per column 3 (service charges not less than 2%)

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. i.e., *[Date].*

We undertake that, in competing for (and, if the award is made to us in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Service Provider: Address:

Note:

a) If the Agency Quoted The Amount Less Than the 2% as Service charge on the payment of total employees remunerations Service charge, the said tender is consider for rejection.

b) The Authority shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

4B. SUMMARY OF COSTS

Cost of Service Providers expenditures.

Sl. No	Item	Unit	Nos	Month	Total Quaniti ty	(Salary / Month)/ Item Rates	Amount	Total Amount for one year	Service charge in terms of percenta ge
1	Providing out sourcing **man power services of Diploma holder.**	Nos	1	11.00	11.00	33,450/-	3,67,950/-	**10,79,650/-**	**%**
2	Providing out sourcing **man power services of Surveyor**	Nos	2	11.00	22.00	3,23,350/-	7,11,700/-		

Note: The ceiling cost of the Service Provider is as shown in the Summary of Costs. The

Break-up of cost as given in formats 4C is to facilitate assessment of reasonableness

of costs which can be incurred towards the assignment and conducting negotiations

In accordance with clause 6 of the Information to Service Providers. To provide

Additional manpower when required.

4C. BREAK DOWN OF COSTS

As per BBMP and Revenue Department C&R

Note:

1. Provided the breakup of the rates shows the **As per BBMP and Revenue Department C&R** of the Diploma holder Engineer & Surveyor personnel service provider should quote the service charges (If the Agency Quoted Less than the 2% of the amount for the Service charge on labour part i.e. the payment of total employees remuneration as Service charge, the said tender is consider for rejected.)

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

BBMP is desirous of obtaining services for "**Providing one Diploma holder Engineer and Two Surveyor for one year (11 Months)".**

2. Project Objective

Providing one Diploma holder Engineer and Two Surveyor for one year (11 Months).

3. OBJECTIVES

The service provider shall perform the principal services outlined below as a part of responsibility for the Providing **One Diploma Holder Engineer and Two Surveyor** services of the work. They shall provide the qualified Diploma holder Engineer & Surveyor staff with relevant experience to carry out the assignment. The Services will include but not limited to the following:

- Shall be responsible to deploy requisite number of qualified and experienced Diploma holder Engineer & Surveyor personnel on full time basis to supervise the day to day activity.
- Ensure that no illegal / obnoxious activities etc., should be allowed by controlling the entry and exit of the building. Any such activity or lapse found during the contract period, the contracting agency will bear the sole responsibility and BBMP will neither have any say in the court of the law nor responsible.
- The contracting agency shall not modify or damage any part of building & fully responsible for any damages, losses etc.. failing which Penalty at the actual cost for the repair charges will be levied on Service Provider for any damage. BBMP is in no way responsible for such damage/losses.
- Service provider should disburse salaries / payments / DA / VDA / ESI / PF to its employees as per relevant labour laws & other applicable law /rules. Deposit the requisite benefits to concerned departments like, ESI, PF, etc in time. All details to be submitted to BBMP every month.
- Safety of the building, vehicles, and people including its employees during the period of contract is the sole responsibility of Service Provider.
- The services of Diploma holder Engineer & Surveyor personnel

shall be available full time during the entire contract period from commencement of work.

4. There shall not be any case or charge under investigation/enquiry/trial against the Tenderer, convicted in a Court of Law or suspended or blacklisted by any organization on any grounds.
5. BBMP reserves the right to use in-house information for assessment of capability of Tenderer. The decision of the Chief Commissioner, BBMP regarding the tender will be final and binding.

6. If the performance of the Service provider is/has been found to be unsatisfactory for any reason, whatsoever, in any organization, then BBMP reserves the right to reject the tenders submitted by such Service provider at any point of time.
7. Joint Ventures / Consortium based offers shall not be accepted.
8. Issuance of tender or submission of tender by itself shall not amount to pre-qualification or entitle of the Service provider to participate in the tendering.
9. BBMP shall not be responsible for any costs or expenses incurred by the Service provider in connection with the preparation of Tender.
10. Canvassing in any form by the agency directly or indirectly or by any other agency / person on their behalf, may lead to disqualification of their tender.
11. **Labour:** The Service provider shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Service provider shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Service provider on the Site and such other information as the Employer may require.
12. **Compliance with labour regulations :** During continuance of the contract, the Service provider and his sub service providers shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Service provider shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any

of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Service provider, Employer shall have the right to deduct any money due to the Service provider including his amount of Diploma holder Engineer & Surveyor deposit. The Employer shall also have right to recover from the Service provider any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Service provider and the Sub-Service provider in no case shall be treated as the employees of the Employer at any point of time.

13. **Tax:** The rates quoted by the Bidder shall be deemed to be inclusive of the sales and other taxes that the Service provider will have to pay for the performance of this Contract (excluding GST). The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

14. **TENDER EVALUATION CRITERIA**

- Tendering is the responsibility of the Service provider and no relief or consideration can be given for errors and omissions made by the Service provider in advertently or otherwise. Tender with incomplete information is liable for rejection.
- The Tenderer, who intends to participate, shall meet the qualifying requirement as mentioned in notice inviting tender.
- Tenders not meeting the qualifying requirements shall be summarily rejected.
- Tenders of that Service provider which are found to be meeting the qualifying requirement shall be taken up for detailed evaluation.
- In case the tender does not fully comply with the requirement of Tender document and in case the Service provider continues to stipulate the exceptions and deviations to the clauses of Tender document and if the same is not acceptable, then the tender will be rejected.
- Proposed deployment of resources like manpower shall be complied with as per the requirements specified and will be completed prior to the commencement of work.
- Performance of Service provider on works executed / under execution shall be taken into consideration before selecting the Service provider for opening of their financial part.
- The Service provider shall not mention their Financial terms/ rates

anywhere in the Technical (Part-I) part of the tender. If Service provider specifies or quotes Financial terms/rates Tender in the Technical (Part-I) part of the tender, then their offer shall be rejected summarily.

15. The candidates to be selected should have following below quality.

a) Good personality and well-mannered to suit the ethics of working in Government offices.
b) Required to be present and work during the working hours.

The Service personnel so provided by the Agency will not have any obligations with BBMP. Hence BBMP will not be in any way directly or vicariously liable for any injury or damage caused to the personnel's provided by the Agency.

TASKS/RESPONSIBILITIES OF THE SERVICE PERSONNEL:

The Service personnel so appointed to serve in the Providing Diploma holder Engineer and surveyor for one year should perform the work allotted to them with integrity. They are in no terms equated to the regular government employees.

16. **REPLACEMENT:**

- It is mandatory that the Agency should replace the services of the service personnel" whose services are found to be unsatisfactory by this office and provide suitable and equivalent replacement within **ONE** day of information by the authorized official over phone or email. If the Agency fails to provide required amount of Manpower in the stipulated period, Rs.1000/- per person/ day will be levied upon the Agency as penalty.
- The Agency should also replace the service of the service personnel who absent the service or who fail to attend the work regularly or absence on all working days. Those services should also be replaced immediately upon notice from the authorized official over phone or email. Failing which, after one days, Rs.1000/- per person/ day will be levied upon the Agency as penalty.
- Service personnel who find to be unruly and arrogant in behaviour will not be tolerated. Those who go on strike will be viewed seriously and replaced immediately.

17. **DURATION OF CONTRACT**:

The duration of contract shall be for a period of 11 (Eleven) months,

The scheduled commencement date of contract shall be from the date as indicated in the Work Order.

a) The Service provider shall be allowed a period of 7 days from the date of signing the Agreement to deploy the service personnel to BBMP.
b) Not with standing anything contained in any other clause, the BBMP reserves the right to terminate the contract due to any failure on the part of the Service provider in discharging their obligations under the contract or in the event of their becoming insolvent or going into liquidation. The decision of the BBMP the failure on the part of the Service provider shall be final and binding on the Tenderer.
c) The BBMP shall also have, without prejudice the other rights and remedies, the right, in the event of breach by the Service provider of any of the terms and conditions of the contract, or due to the Service provider inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the contract at the risk and cost of the Tenderer, and recover losses, damages, expenses or costs that may be suffered or incurred by the BBMP. The decision of the Commissioner shall be final and binding on the Tenderer.
d) BBMP about the breach/failure on the part of the Service provider shall be final and binding on the Service provider and shall not be called into question.
e) The BBMP, also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving three months' notice in writing to the Service provider at their last known place of residence business and the Service provider shall not be entitled to any compensation by reason of such termination. The decision of the BBMP, under this clause shall be final, conclusive and binding on the Service provider and shall not be called into question.
f) The BBMP, on exercising the right to terminate the contract as above, the Service provider shall with draw the services of the service personnel at BBMP within seven (7) days from the date of official termination. At the same time, before withdrawal, the Service provider should make good of the damages/losses, if any, caused by the service personnel at BBMP Offices.

18. LABOUR LAWS, PROVIDENT FUND, ESI :

18.1 The Service provider shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to BBMP, in the Tender document.

18.2 The Service provider shall not undertake or execute or permit any other agency or sub-Service provider to undertake or execute any work on the Service provider behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract Labour (Regulation & Abolition) Act, 1970 or any other applicable law, rule or regulation from time to time.

18.3 The EPF rates should be as per the GOI, Ministry of labour and employment letter no EDL1/24/amendment scheme/2014 Dated 29.08.2014 has to be noted and incorporated.

18.4 The Service provider shall comply with the provisions of ESI Act and Scheme framed there under with regard to all his service personnel involved in the performance of the Contract, and shall deduct employee's contribution from the remuneration of each of the employees and shall deposit the same together with employer's contribution of such total remuneration payable to the employees in the appropriate account. Service provider is required to submit documents/ challans towards proof of remittance towards ESI for the service personnel engaged for this work along with every remuneration reimbursement bill.

18.5 The Service provider should comply with the relevant provisions of the Employees Provident Fund Act. The Service provider should promptly deposit P.F. deduction of the eligible contract employees plus the employers' contribution to the RPFC. For this purpose agency must submit a certificate in their Bill that PF amount has been deducted from the eligible employees and along with the employers contribution has been deposited with R.P.F.C. In support of this, the agency must furnish the challan receipt for the payment made to RPFC. All supporting documents / records should be made available by the Service provider to the Office of **Executive Engineer, QC & QA, BBMP, N.R.Squre, Bengaluru-56002** when called for. All liabilities of the Contract, remuneration and other statutory obligations in respect of the persons engaged by the Service provider shall be borne by the Tenderer. In view of the provisions of the ESI Act, PF Act and other Acts, the Service provider shall take necessary steps to cover its employees under the said

enactments/ and shall submit proof of such compliance to Executive Engineer, QC & QA, BBMP office monthly, or at any date upon such request, as may be made by Executive Engineer, QC & QA, BBMP office to the Tenderer.

18.6 The provision of EPF & MP Act, 1952 and the Rules / Schemes there under shall be applicable to the Service provider and the service personnel engaged by him for the work.

19. REMUNERATION TO THE SERVICE PERSONNEL

a) The Agency shall be required to pay the monthly payment to the Diploma holder Engineer & Surveyor as above and the Agency can quote their price bids keeping in view the service charges as applicable.

b) The Agency will be solely responsible for the provision for any facilities to the Diploma holder Engineer & Surveyor under any of the laws under the Constitution of India.

c) The remuneration payment for the service personnel for every completed month should be paid on 5th of succeeding month directly to the Nationalised Bank Account of the concerned and necessary proof of the same should be submitted along with the bills.

d) The agency should attached Attendance certificates with the remuneration reimbursement bill.

e) The agency should submit a record of payment of ESI, EPF & Other Benefit providing to the employees. Follow Appendix-I & J for this purpose. The net take home remuneration as specified in the Appendix-I & J is mandatory to deposit the same to the service personnel bank account through ONLINE-NEFT/RTGS on 5th of every month.

f) The remuneration paid to the employee along with said benefit will be paid to the Agencies on a re-imbursement basis every month after receipt of the bill.

g) Only specified statutory deductions need to be deducted from the remuneration of the service personnel, Payment to the agency on re-imbursement basis will be made only after submission of the bills with all details of payment as well as the certification by the respective branches of the Bank. Agency has to open ESI, EPF account for every eligible service personnel immediately on appointment, failing which the tender will be cancelled. These statutory deductions will not be subject to deduction from the Gross Remuneration till account is

opened. Gross remuneration has to be paid to the employees in full. Until the account is opened, BBMP will not clear any bills of the agency till the completion of the process.

h) **EPF:**-Service personnel with Gross Remuneration of more than Rs.15000/- is not compulsory for EPF contribution. In case of service personnel getting up to Rs.15000/-as remuneration per month there should be contribution of 12% from service personnel towards EPF. The BBMP will contribute EPF at 12% as employer's contribution to the service personnel for the remuneration and 1% Administrative charges, which sums up to 25%. The EPF total amount so deducted should be credited to the service personnel EPF account which is denoted by the EPF Department.

i) **ESI: -** It is not compulsory to deduct ESI for a person whose gross remuneration is more than Rs. 21,000/-. ESI is compulsory for service personnel drawing a gross remuneration less than Rs. 21,000/-. 4% of ESI deduction for gross remuneration has to be made for all such service personnel. This 4% consists of 0.75 % of the employee contribution and 3.25% as employer's contribution. This amount has to be credited to the service personnel ESI account which is given by ESI Department. There should be no deduction without ESI account; such deductions will be treated as violation of tender document. Service personnel drawing less than Rs. 15,000/- gross remuneration are exempted from tax. Others who receive higher remuneration has to pay tax of Rs. 200/- for the remuneration of Rs. 15,000/- and over than that, respectively. These amount has to be deducted by agency every month and credited to the appropriate account of the Govt.

j) GST: – The Agency which supplies the manpower has to pay GST on gross remuneration of all the service personnel to the Central Government Service tax Department. The Agency has to submit the tax paid challan every month to the office of the Executive Engineer, QC & QA, BBMP. Income Tax: TDS will be deducted as per IT Law. The Agency will make all type of payment in advance like remuneration, ESI, EPF, PT, GST, etc., and should submit Attendance Certificates, consolidated challans, returns, Bank Statements for the purpose of re-imbursement of payments.

k) In case of deduction on account of ESI, EPF, PT, GST etc., are made from the service personnel and not credited to respective account, will be liable for penal action. BBMP will reserve the right to initiate the criminal proceedings against the agency.

l) The agency should not transfer or sub-lease the contract. This will be treated as violation of tender condition.

m) Within 5th date of the following month, the remuneration

acquaintance should be submitted to the Executive Engineer, QC & QA, BBMP Office by the Agency without fail. Executive Engineer, QC & QA,BBMP Office will reimburse the remuneration amount to the agency with the availability of fund.

n) In case of delay without reliable reasons and failure on the part of the agency to submit the acquaintance, an amount of Rs.1000/- per day will be levied upon the agency as penalty.
o) Agency should sign contract that they will obey by every condition of the tender.
p) It is the responsibility of the Agency to provide the transport facility to the staff who works on shift system.
q) It is the responsibility of the agency to provide ID cards to all service personnel.
r) The service personnel who remains absent for duties (long period) without prior permission from the office will have to be replaced immediately.
s) Leave facility of one and half day per each calendar month completed is allowed to the service personnel.
t) The Agency shall be required to pay the monthly payment to the candidates as above and the Agency can quote their price bids keeping in view of the applicable service charges.
u) The Agency will be solely responsible for the provision for any facilities to the service personnel under any of the laws under the Constitution of India.
v) The payment for every completed month should be paid online on or before 5th day of the following month directly to the Bank Account of the concerned and necessary proof of the same should be submitted along with the bills.
w) The BBMP intends that the candidates posted to work as Service Personnel should be paid the minimum consolidated remuneration i.e., Take Home Remuneration without fail.
x) Necessary Tax deductions will be effected in the bills as per rules.
y) The Agency shall make payment to the Service personnel deployed by him on the scheduled date. The Service provider has to maintain the ECS statement (quittance) for the payment made to the Service personnel deployed. The copy of above proof shall be / enclosed along with monthly running bills.
z) The Agency shall be solely responsible to disburse remuneration due payable to the service personnel deployed, promptly by 5th day of every following month. If the Service provider fails to pay the remuneration to service personnel with the relevant statutory provisions, The Executive Engineer, QC & QA BBMP Office would

impose a penalty of Rs.500/-day for all the delayed days. This penalty period would be for a maximum of 10 days. Beyond this period, The Executive Engineer, QC & QA, BBMP office would consider of invoking termination clause as per continuing the Contract.

aa) The Service provider shall, whenever required by the Executive Engineer, QC & QA, BBMP Office or Officials authorized under the Statutes, produce for inspection, all forms, registers and other documents required to be maintained under various statutes.

bb) The Service Provider shall organize periodical training for the service personnel to enhance the skills of their work field.

20. PENALTIES FOR NON-REMITTANCE OF EPF & ESI CONTRIBUTION.

In the case of delay/default in payment of contribution under ESI Scheme and EPF Scheme besides the recovery of the amounts due by the Agency towards their contribution, penal interest and/or damages as may be levied by the ESI or PF Authorities, a penalty of 5% of the above amount would also be levied and recovered from their running bills. In the event of cessation of the contract due to any reason whatsoever, the Diploma holder Engineer & Surveyor Deposit will be refunded only after due satisfaction as regards the payment of ESI and EPF dues by the Agency.

21. GOVERNMENT AND LOCAL RULES

The approval from any authority required as per statutory rules and/ regulations of

Central/State Government shall be responsibility of the Agency.

22. FIRST AID

The Agency shall provide necessary First Aid kit at work place to his personnel.

23. GENERAL

a. The Agency shall furnish in writing the list of persons to be deployed by him. He shall not engage persons below 18 years of age.

b. If any of the workers employed by the Agency is found indulging in acts subversive of discipline, the same will be brought to the

knowledge of the Agency and he shall arrange for replacement of such personnel.

c. The agency must be ready to supply the manpower services even more than the numbers notified in this tender according to the requirements if required.
d. If the BBMP could not select the required number of candidates, the agency should provide replacement immediately. If the agency, fails to do so for two times in a row, then the contract shall be entrusted to the second successful bidder/Service Provider, who is L2 in terms of price quotation at the risk and cost of the defaulting agency.
e. The list of marks cards and other requisite documents of the selected candidates should be attested by the Agency and copies should be deposited with the Principal Employer.

24. CONSTITUTION OF THE TENDERER

The Agency shall not change the composition during the currency of the contract without the prior approval of the Commissioner, BBMP. Any happening like Death! Resignation of any partner/director/member of the Agency shall be intimated within 3 working days of such happening, in writing, to Commissioner, BBMP. On receipt of such notice, the BBMP, reserves the right either to terminate or continue the contract.

In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Agency, the BBMP reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or accrued to the Tenderer.

25. SUBLETTING

The Agency shall not sublet, transfer or assign the contract or any part thereof.

26. LAWS GOVERNING THE CONTRACT

The Contract will be governed by the Laws of India in force from time to time and as amended or made from time to time. COMPLIANCE OF STATUTORY PROVISIONS

a. The Agency shall comply with the provisions of the Minimum remuneration Act (Central/State), if applicable and as applicable, Contract Labour (Regulation & Abolition) Act, 1970, 1971 read with

the Central Contract Labour (Regulation & Abolition) Rules. 1975, ESI Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act 1952, and any other law applicable for the employment of Contract Services as amended from time to time.

b. The Agency shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of running of the services and shall pay all taxes, debts and/or levies as may be levied by the appropriate Government/local bodies and other authorities in this regard, and the Agency shall indemnify the BBMP against all claims, loss, damage and costs thereof in case of any breach of any of these Acts, Laws, Rules and Regulations.

c. The Agency shall have separate ESI & EPF code number on their own name and ensure prompt payment and submission of related returns on time to the authorities concerned and produce documentary evidence to that effect. The Agency should have separate EPF and ESI Code numbers for "Service Personnel". The Service provider should ensure remittance of EPF and ESI, to the respective accounts of the individual "Service Personnel". BBMP reserves the right to check the records.
d. The Agency has to submit to BBMP Office by January / July of every year In Form XXIV of Contract Labour (Regulation & Abolition) Act, 1970.
e. The Diploma holder Engineer and surveyor Services staff deployed on duty at designated locations by the agency as per the contract agreement shall be in the employment of Diploma holder Engineer and surveyor agency only and shall have no right to claim any employment in BBMP for whatsoever reason.
f. All risks of loss or of damage to property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the Agency.
g. The Agency shall be personally responsible for any theft, dishonesty and/or disobedience and discourteous behaviour on the part of the service personnel so provided by him.
h. The Agency shall not transfer or assign or sublet any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly to any person, firm or to company whatsoever.
i. The Agency shall carryout the above work during contract period from 8.00AM to 4.00 PM (8 hours shift) from the date of entrustment.

j. The Agency shall engage skilled labour and trained personal to carryout Providing Diploma holder Engineer and surveyor Services. The scope of work & other duties, responsibilities has been indicated in the schedule – B.
k. The man power indicated in the schedule is approximate BBMP is at liberty to increase or decrease as per requirement during contract period.
l. The successful Service provider shall enter into the Agreement with the BBMP within 7 days of receipt of intimation.
m. The Providing Diploma holder Engineer and surveyor Services agency will be responsible for the maintenance of discipline by the personnel employed by them. In case, the person so deployed by the Service provider is found absent, the BBMP shall have the right to treat such person as 'absent' from duty and deduct the proportionate amount of such person from the bill.
n. The Service provider shall be absolutely responsible and liable for any or all personal injuries or death and/or property damage or losses suffered due to negligence of the Service provider's personnel in their performance of the services required under the contract.
o. Identification: The agency shall provide laminated identification card with photograph along with the details of name, age, designation, firms name, etc., to the selected personnel at his own cost.
p. MINIMUM WAGES: The Providing Diploma holder Engineer and surveyor Services agency shall provide a minimum consolidated payment as per Minimum wages Act in force and any other charges during the period of contract to its Providing Diploma holder Engineer and surveyor Services labours.
q. RESPONSIBILITY: The Agency shall be responsible for all the provisions regarding license, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour.(Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under. For its noncompliance, the agency shall be responsible for penalties levied by the appropriate authority under various the Acts.
r. 1% of the Tendered amount will be deducted towards "Labour Welfare Fund ".
s. The Service provider has to produce all the relevant Documents as indicated in the Bid Document in originals
t. During the opening of the Electronic Document "Mandatorily". This

is in addition to uploading all the relevant. Documents in the KPPportal. If the Originals are not submitted for verification, the Tender will be rejected.

u. All documents which are required to be submitted are to be uploaded in the KPPPortal. If any of the Documents as desired are not submitted the Tender will be rejected.

27. **Protection of Environment:**

The service provider shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the service provider and his sub-service providers shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority

28. **DISPUTES, IF ANY:** Dispute if any, between the client and the Service Provider, the decision of the Chief Commissioner, BBMP, Bangalore is final and binding on both the Client and Service Provider.

SECTION VI: CONTRACT FOR SERVICE PROVIDER'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Service Providers]

Dated :

CONTENTS **Page No.**

I. FORM OF CONTRACT..... 49

II.GENERAL CONDITIONS OF CONTRACT……. 50

1. General Provisions

2. Commencement, Completion, Modification, and Termination of Contract

3. Obligations of the Service Providers

4. Service Providers 'Personnel and Sub-Service Providers

5. Obligations of the Client

6. Payments to the Service Providers

7. Settlement of Disputes

III. SPECIAL CONDITIONS OF CONTRACT 57

IV. APPENDICES. ……. 61

Appendix A — Description of the Services
Appendix B — Reporting Requirements
Appendix C — Diploma holder Engineer & Surveyor.
Appendix D — Services and Facilities to be provided by the Client
Appendix E — Breakdown of Contract price in Indian Rupees
Appendix F — Form of Bank Guarantee for Advance Payments
Appendix H -- Functional & Technical requirements with Tentative Specifications.

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 201___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Service Providers").

[*Note: If the Service Providers consist of more than one entity, the above should be partially amended to read as follows:

".....(hereinafter called the "Client") and, on the other hand, service provider liable to the Client for all the Service Providers' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Service Providers.")"]

WHEREAS

(a) the Client has requested the Service Providers to provide certain man power services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Providers, having represented to the Client that they have the required staff skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services _____
Appendix B: Reporting Requirements _____
Appendix C: Diploma holder Engineer & Surveyor.----------
Appendix D: Services and Facilities to be provided by the Client _____
Appendix E: Breakdown of Contract Price _____
Appendix F: Form of Guarantee for Advance Payments _____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Service Providers shall be as set forth in the Contract, in particular:

(a) The Service Providers shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Service Providers in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF SERVICE PROVIDER]

By
(Authorized Representative)

[**Note**: If the Service Providers consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE SERVICE PROVIDERS

[Name of Member]

By
(Authorized Representative)

[Name of Member]
By

(Authorized Representative)
etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this

Contract has the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

e) "GC" means these General Conditions of Contract;

f) "Government" means the Government of Karnataka;

g) "Local currency" means Indian Rupee;

h) "Member", in case the Service Providers consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Service Providers' rights and obligations towards the Client under this Contract.

i) "Party" means the Client or the Service Providers, as the case may be, and Parties means both of them;

j) "Personnel" means persons hired by the Service Providers or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof; and 'Diploma

holder Engineer & Surveyor personnel' means the personnel referred to in Clause GC4.2 (a)

k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

l) "Services" means the work to be performed by the Service Providers pursuant to this Contract as described in Appendix A; and

m) "Sub-Service Provider" means any entity to which the Service Providers subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

n) 'Third party" means any person or entity other than the Government, the Client, the Service Providers, or a Sub-Service Provider.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties
shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Providers may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Service Providers, Sub-Service Providers and their Personnel shall pay such taxes (excluding GST), duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Service Providers shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time

during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Providers, the payment shall be arrived on mutual consent under the terms of this Contract.

2.6 **Suspension:**

The Client may by written notice of suspension to the Service Providers, suspend all access to the Service Providers hereunder if the Service Providers fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Providers to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Providers of such notice of suspension.

2.6.1 Liquidated damages for delay in completion

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Providers, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Service Providers (or any of their Members) become insolvent or bankrupt;

(c) (if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection

process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Service Providers**

The Service providers may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

a) Deleted;
b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service providers may have subsequently approved in writing) following the receipt by the Client of the Service providers' notice specifying such breach;
c) if, as the result of Force Majeure, the Service providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

i. such rights and obligations as may have accrued on the date of termination or expiration;
ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof;
iii. any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service Providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps

to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Providers and equipment and materials furnished by the Client, the Service Providers shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the service provider:

a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Service Providers:

3.1 General

The Service Providers shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted Diploma holder Engineer & Surveyor staff techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Providers or third parties.

3.2.1 Service Providers Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Service Providers pursuant to Clause 6 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Service Providers, as part of the Services, have the responsibility of advising the Client on the services, the Service Providers shall comply with

any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service Providers in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Service Providers and Affiliates not to engage in certain Activities**

The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Sub-Service Provider and any of its affiliates, shall be disqualified from services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Service Providers nor their Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or Diploma holder Engineer & Surveyor staff activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Service Providers, their Sub-Service Providers, and the Personnel of either of them shall not, either during the term or within three (three) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the service, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Service Providers**

The Service Providers (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Service Providers' Actions Requiring Client's Prior Approval**

The Service Providers shall obtain the Client's prior approval in writing

before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood.
   i. That the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and
   ii. That the Service Providers shall remain fully liable for the performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

b) appointing such members of the Personnel not listed by name in Appendix C ("Diploma holder Engineer & Surveyor"), and

c) Any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Service Providers shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Service Providers to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Service Providers by the Client or purchased by the Service Providers with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Providers shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Service Providers, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement

value.

4. **Service Providers' Personnel and Sub-Service Providers**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Service Providers' Diploma holder Engineer & Surveyor personnel are described in Appendix C. The Diploma holder Engineer & Surveyor personnel and Sub-Service Providers listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Diploma holder Engineer & Surveyor personnel. If, for any reason beyond the reasonable control of the Service Providers, it becomes necessary to replace any of the Diploma holder Engineer & Surveyor personnel, the Service Providers shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Providers shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Service Providers shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

2. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

b) assist the Service Providers and the Personnel and any Sub-Service Providers employed by the Service Providers for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable

Law;

c) Provide to the Service Providers, Sub-Service Providers and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Service Providers and the Personnel, for the purposes of the services and free of any charge, the services, facilities and Property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made Available to the Service Providers as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Providers for the performance of the Services, (ii) the manner in which the Service Providers shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Providers as a result thereof.

3. **Payment to the Service Providers:**

6.1 The total remuneration shall not exceed the Contract Price as per schedule-B including all costs, travel, accommodation, and the like, and all other costs incurred by the service provider in carrying out the Services described in Appendix A.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

Deleted

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the service provider and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the service provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall

be made after the conditions listed in the SC for such payment have been met, and the service provider have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

Deleted

4. **Settlement of Disputes**

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in the General GC Clause * Conditions of Contract

[1.1 (h) The Member in Charge is].

[1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Service Providers :_____
_____
_____
Attention :_____
Telex :_____
Facsimile :_____
E-mail :_____

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed

transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

For the Service Provider : _____

[Note: Fill in the blanks]

[1.7.1 The Service Providers and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Services tax payable for this Service provider shall be paid/ reimbursed by the Client separately.]

[2.1 The date on which this Contract shall come into effect is : from the date of issue of work order.

[2.2 The time period shall be ….. days [Note: Fill in 30 days or any other appropriate]or such other time period as the parties may agree in writing]

[2.3 The period shall be [Note : Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

(1) deleted

(2) deleted

(3) deleted

(4) deleted

(5) deleted

[Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) **Note**: Delete where not applicable.]

The other actions are.]

[3.7 The Service Providers shall not use these documents for purposes unrelated to this
Contract without the prior written approval of the Client.]

[5.1Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

[6.2 The amount of Contract is Rs. .

[6.4 The account is :.....]

[6.5 Payment shall be made within 90 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, Bangalore chapter, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall

alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

b) (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Service Providers shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

1 Modify appropriately.

_____

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution
(for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: One Diploma Holder Engineer and Two surveyors.

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Diploma holder Engineer & Surveyor personnel to be assigned to work, and staff-months for each.

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Service Providers by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Diploma holder Engineer & Surveyor personnel and other Personnel)

2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract) (To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") and the Client having agreed to make an advance payment to the Service Provider for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Service Provider.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Service Provider to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Service Provider. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Service Provider any other course or remedy or Diploma holder

Engineer & Surveyor available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any One Diploma holder Engineer & Two Surveyors or other guarantee that the Client may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____

WITNESS

_____ _____

(signature) (signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

Signature of the Authorized Signatory,

(Official seal)

APPENDIX – F

Format for Power of Attorney for Signing of Proposal

(On stamp paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, we .... (Name and address of

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.

2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. In the event of PA holder leaves his employment, the power of attorney should be given to the person filling his place without lapse of time.

4. The Power of Attorney should be notarized.

APPENDIX-G

TECHNICAL BID

(Pre-qualification Requirement)

Name of work: **"Providing One Diploma holder Engineer and Two Surveyors for one year(11 Months)"** This table has to be filled in by the prospective Service provider without fail. Details of **Contract undertaken & annual turnover** of the Tender for the preceding 3 years shall be given.

Sl.No	Description	Contract Period	Particulars to be furnished by the Tenderer
1	Name of work & Description	2018-19 2019-20 2020-21 2021-22 2022-23	
2	Contract Details a) Name of Client b) Name & Address of Client's contact person c) Telephone & Fax No d) No of Service Personnel provided to the client.		
3	Supporting Documents	2018-19	

	b) Similar nature of Work done certificate issued by Head of the Department/Institute (Copy to be furnished) preceding Last 5 years	2019-20 2020-21 2021-22 2022-23	
4	Details of Annual Turnover of Service providerpreceding five years: (Copy to be furnished) Certified by the Charted Accountant	2018-19 2019-20 2020-21 2021-22 2022-23	
5	Whether CA Audited Balance Sheets & Profit & Loss Account submitted. (Copy to be furnished)	2018-19 2019-20 2020-21 2021-22 2022-23	YES/NO YES/NO YES/NO YES/NO YES/NO
6	Net worth (As per balance sheet) (Copy to be furnished)		
7	Achieved in at least two financial year's an average annual financial turnover of **Rs.10.79** Lakhs		
8	Mandating satisfactory completion as a prime service provider for at least one similar work to an extent of **50%** of the cost of the work.		

NOTE:

1) Service provider shall has to furnish the experience details as above only of those contracts, which they consider suitable for meeting the qualifying requirements specified in the Notice Inviting Tender. The BBMP reserves the right not to evaluate any other contract details. Information should be specific. Incomplete information is not considered. Details of more contracts may be furnished in the same format, one by one if desired.
2) Service provider may note that non-submission of relevant supporting documents will lead to rejection of their tender. It shall be ensured that all relevant supporting documents are submitted along with their tender in the first instance itself. Evaluation may

be completed based on the details so furnished without seeking any subsequent additional information.

3) If the Service provider has executed/completed similar nature of work (as called in Experience Criteria of NIT (Notice Inviting Tender, then it is the responsibility of the Service provider to produce documentary evidence from Client to establish the value and description of such works and that the Service provider meets the experience requirements of tender.

UNDERTAKING

1. I / We have read and agree to adhere by all terms and conditions of the same.

2. I/ We here by state that none of the service personnel's of my / our organization is a relative of any employee of BBMP is a beneficiary of my/ our organization including in the capacity as part-time employee, agent, partner or shareholder.

SIGNATURE OF TENDERER

WITH OFFICIAL SEAL

APPENDIX-H

BANKER'S CERTIFICATE
(In Bank Letter head only)

To,
The Executive Engineer
(QC & QAentral)
Bruhat Banagalore Mahanagara Palike

This is to certify that **M/s. ……**. is a reputed company with a good financial standing. If the contract for this work, namely Providing One Diploma holder Engineer and Two Surveyors for one year (11 Months) and **Tender No EE (QC & QA)/Tend/ / 2023-24** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of **Rs. 3.238 lakhs** to meet the working capital requirements for executing the above contract

SIGNATURE OF THE BANK MANAGER

WITH OFFICIAL SEAL

APPENDIX – I

This table has to be filled in by the prospective Service provider without fail. Self- attested copies of certificates of registrations under various departments of State and Central Government are to be furnished.

SL No.	Description	Details to be furnished by the Tenderer
01	PF Registration No.	
02	ESI Registration No.	

03	GST Registration No	
04	Income Tax/ PAN No	
05	PT Registration No.	
06	Certificate of Incorporation (in case of Company/firm/Proprietorship)	
07	License/Registration obtained from labour Department, Government of Karnataka.	

I / We confirm that all the above registrations are under operation presently and shall be

Used for all related activities

SIGNATURE OF TENDERER

WITH OFFICIAL SEAL

APPENDIX – J: CHECK LIST

The service provider shall check the following parameters before submitting the tender

SI. No		Enclosure Details	Remarks
1	Name & Address of Service provider with photograph		Yes /No

2	Tendering document duly uploaded in all respects		Yes /No
3	Documents in support of pre-qualifying requirements as per Annexure-I,		Yes/No
4	Service Tax /GST Registration Certificate with 5 years return		Yes /No
5	Authorization letter of the Company in case the person signing the		Yes /No
	Tender document is an authorized representative of the Company.		
6	Power of Attorney in the name of the person who is authorized to attend Pre-bid tender meeting		Yes/No
7	Annual Turnover Statement enclosed (Audited Financial statements)		Yes/No
	Registration of Labour Department.		Yes/No
	□	ESI	
	□	EPF	
	□	GST	
8	□	PT	
	□	IT	
	□	ISO	
9	Enclosed copies of last three years returns challen filed in respect of		Yes/No
	□	ESI	
	□	EPF	
	□	Service Tax/GST	
	□	PT	
	□	IT	
10	Copy of Pan card enclosed		Yes/No
	Copy of Registration and incorporation particulars of the (If		Yes /No
11	Partnership or Proprietorship a copy of Partnership Deed/		
	Registration certificate issued by local authorities)		
12	Bank details furnished (For Payments to be paid)		Yes /No
13	Registration and renewal obtained from Labour Department		Yes/No
14	Other statutory details,.9001 & 27001 ISO Certificate / If any other		Yes/No

Signature of the Authorised Signatory.

Name and Designation
Address (Seal)

APPENDIX – K

Format for Statutory Auditor Certificates

Date:

We have verified the relevant statutory and other records of M/s…….
(Name of the Bidder) and certify that M/s……. had been Appointed for the purpose of ……. (Name of the project) We have also scrutinized the documents made available to us for the said project and Certify the following:

Sl No	Date of	Date of completion of	Billings for the bidder
	commencement	the project	from
	of the project		the project (Rs.
			crores)
Signature and seal			
And registration number of Statutory Auditor			

Signature of the Authorised Signatory.
Name and Designation
Address (Seal)